

Activity Retreats Terms and Conditions (for students)

1. Booking

Activity Retreats (AR) holidays are open to those over 18 years of age only.

When you wish to register for a course you will need to complete a "Booking Form". This will either be handed out by your trainer or can be found on the AR website. Completion of this form is an expression of interest from you in attending one or more AR courses and does not form a contract between us.

When we receive the completed form we will contact you telling you:

- the Customer Reference Number we have allocated to you
- how much the first payment will be and by what date it needs to be paid
- the bank account that it needs to be paid into
- the amount of the second or subsequent payments (the Balance Due Date) and when all payments need to be made to qualify for the Early Bird discount (if applicable) and to secure your place on the course

We will also ask you to text or email us quoting your Customer Reference Number to let us know you have made the payment.

Whilst it may be an attractive idea to give a course to someone as a gift we can only accept bookings from those attending courses and not on behalf of another. This is because a confidential medical questionnaire and waiver form needs to be completed and signed by each person attending.

2. Payment

On written acknowledgement (including email, text or other method) by us of your first payment a binding contract between us will come into existence and the booking becomes subject to the provisions that follow and English Law. We both agree to submit any dispute to the exclusive jurisdiction of the Courts of England and Wales. In all cases these Terms and Conditions form the basis of your contract. Should any part of this contract be deemed to contravene English Law such contravention shall not invalidate the other elements of this contract.

We will inform you of the Balance Due Date when we receive your first payment. The Balance Due Date is normally due no later than 79 days prior to the start of your stay. If the booking remains unpaid in full by this date AR reserves the right to cancel the booking (see also paragraph 3 below).

It is the person making the booking who is deemed responsible for full payment. In the case of bookings made by Organisations the Organisation is deemed responsible.

3. Cancellation

If we cancel a booking

We may cancel a booking for which the full payment has not been received by the times specified in these terms and conditions or other communications from us. In these circumstances we will apply the cancellation charges as set out below under "If you cancel a booking".

If we have to cancel a booking due to circumstances attributable to us, where applicable, a full refund will be made and neither party shall have any further claim against the other.

If you cancel a booking

If a booking is cancelled this creates a significant amount of work and expense for AR and the trainer and could result in the cancellation of the course which would cause considerable inconvenience to other course members. We recognise though that you may need to cancel the course in some circumstances (most of which should be covered by your travel insurance) in which case the following cancellation charges apply:-

If you cancel a booking having not made all payments the following will apply:

- If a replacement who pays the full amount cannot be found by the date the course starts we will not be able to refund any money paid by you.
- If AR (or trainer) find a replacement who pays the full amount by the date the course starts and attends the course we will refund you 50% of the money paid by you (usually £187.50 where only the deposit has been paid)
- If YOU find a replacement who has paid the full amount by the date the course starts and attends the course we will refund you 100% of the money paid by you (usually £375 where only the deposit has been paid) less an administration charge.

If you cancel a booking having made all payments the following will apply:

- If a replacement who has paid the full amount cannot be found by the date the course starts we will not be able to refund any money paid by you.
- If AR (or trainer) find a replacement who pays the full amount by the date the course starts and attends the course we will refund you 50% of the initial payment made by you (usually £187.50 where the full deposit has been paid) and all subsequent payments.
- If YOU find a replacement who has paid the full amount by the date the course starts and attends the course we will refund you 100% of the money paid by you less an administration charge.

Notification of cancellation must be given in writing.

4. Arrival and departure times

Arrival is from 4pm.

Departure - rooms must be vacated by 10am.

5. Prices

Please note that neither list below is exclusive nor exhaustive. If clarification on any element is needed please contact AR

Prices include

- Accommodation sharing a room with one or two other guests
- Activities daily
- Cooked evening meal on day of arrival, all other evenings but not on day of departure
- Breakfast each day, apart from day of arrival
- Lunch each day apart from day of arrival and departure
- Use of centre facilities at the house including swimming pool, table tennis, bicycles

- Use of towels and bedding
- Toiletries

Prices exclude

- Transport to and from the house, for example flights and transfers, and whilst on the holiday

6. Disclaimers & questionnaires

Before taking part in the course you will be asked to complete forms/questionnaires concerning your medical history & other information. You must also complete and sign the PARQ/Waiver of liability and assumption of risk form.

A place on the course can only be booked when the trainer decides that the questionnaires show you are suitable for the course and AR has signed copies of all forms in our possession.

It is your responsibility to inform us of any changes that may affect your suitability to enjoy the course immediately you become aware of them so that the trainer can assess your suitability.

Some changes may result in you being unable to attend the course and these will be treated as a cancellation by you.

When you reach the house you will be asked to complete relevant questionnaires again to ensure that the trainer has up to date information on which to base your course.

If at any time during the course the trainer decides any answers to questionnaires, illness, injuries or other circumstances prevent you from taking part in some or all activities you must abide by their decision, which is final in all circumstances. You will usually be free to continue your holiday and enjoy the other facilities available at the house and in the village.

Under some unlikely circumstances you may be asked to leave the course or you may choose to leave the course. No refunds will be given.

7. Activities

AR will endeavour to ensure that guests participate in their chosen activities during their stay. However safety, the weather and potentially unforeseen circumstances all determine which activities are made available.

Safety is very important, if you do not listen to your instructor/instructors and do not adhere to the safety information and guidelines you may be putting yourself and others in danger and will be asked to leave the course.

You must comply with all guidelines and instructions provided by trainer(s) in respect of their classes including clothing, punctuality, supervision and anything else they may request in writing or verbally before or during the course.

Instructions regarding what to wear, equipment needed, etc. will be provided to you.

It is your responsibility to notify the instructor before the session if you have sustained any injuries, illnesses or medical conditions or if you feel there are parts of the session you are unable to take part in – participation is completely voluntary.

The trainer's decision in respect of a student's suitability to take part in activities is final.

8. Breakages and damage

All damage loss and breakages caused by guests, whether accidental or otherwise, are their responsibility and must be paid for with each being equally liable for the costs incurred if the person responsible cannot be identified.

All incidents must be reported immediately to the trainer

9. Guests

AR is determined to ensure that all guests enjoy their stay. However where a guest causes disturbance to others or otherwise spoils the holiday of other guests e.g. through anti-social behaviour, they will be asked to leave. No refunds will be payable.

Respect and support of both fellow students and instructors is essential for a positive learning environment. Any behaviour deemed to be aggressive, rude, discriminatory or offensive in any other way will not be tolerated and you will be asked to leave the course.

The trainer is responsible for allocating customers to rooms. Requests to be roommates specifically with other customers and any requests to move room will be accommodated where possible. The trainer's decision in respect of room allocation is final.

10. Additional Conditions

1. No pets
2. AR have sole rights to accept or reject attendance on a course or courses and are not required to provide any reasons or information in respect of this.
3. AR does not accept responsibility or liability for guest's property.
4. If you are asked to leave the course you must do so promptly and courteously. Onward travel will be at your own cost and organised by yourself, not relying on other attendees to provide transport even if you have travelled together and contributed towards the cost of the transport.
5. You must ensure your share of costs is paid in full, for example where you have entered into any arrangement regarding transport with any other party.
6. AR reserves the right to provide replacement trainers if the chosen trainer is unavailable.
7. The Booking Form includes a section on dietary requirements. If any of these requirements change you must inform AR and the trainer of any food allergies/intolerances/foods that you wish to avoid a least four weeks before starting the course so that these can be taken into account when developing the menu for the course. If you do not inform us in good time of any allergies or intolerances we cannot be held responsible for the consequences of consuming foods that you need to avoid.
8. You must comply with all instructions and health and safety guidance at all times.
9. AR will not be held responsible for any additional costs that you may incur.

10. AR will not be held responsible for any costs left unpaid to you should, for example, another party member fail to pay their share of any transport costs.
11. An administration charge may be applied if you make changes to your booking.
12. You are required to take out full holiday & medical insurance that covers you for the activities you are undertaking and by booking the course you are confirming that this is or will be in place from that point and for the duration of the course.

11. Force majeure

We regret we cannot accept responsibility or pay any compensation or make refunds where the performance or prompt performance of our contract with you is prevented or affected by reason of circumstances outside of our direct control which amount to a 'force majeure'.